

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**INTERNATIONAL BROTHERHOOD )  
OF ELECTRICAL WORKERS, )  
LOCAL 196, )  
                                    Union, )  
          and )  
                                    ) )  
**ALDRIDGE ELECTRIC, INC., )  
                                    ) )  
                                    Employer, )  
          and )  
                                    ) )  
**INTERNATIONAL UNION )  
OF OPERATING ENGINEERS, )  
LOCAL 150, )  
                                    Union. )******

**Case No.: 13-CD-68444**

**EMPLOYER'S MOTION FOR EXPEDITED PROCEEDINGS**

March 29, 2012

Paul J. Cherner  
KLEIN DUB & HOLLEB, LTD.  
660 LaSalle Place, Suite 100  
Highland Park, IL 60035  
847.681.9100  
pjc@labor-law.com

Case No. 13-CD-68444

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**INTERNATIONAL BROTHERHOOD )  
OF ELECTRICAL WORKERS, )  
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**Case No.: 13-CD-68444**

**EMPLOYER'S MOTION FOR EXPEDITED PROCEEDINGS**

**I. INTRODUCTION**

On November 8, 2011, Aldridge Electric, Inc. (“Aldridge” or “Employer”), faced with a jurisdictional dispute between two unions – International Brotherhood of Electrical Workers, Local 196 (“IBEW”) and International Union of Operating Engineers, Local 150 (“Local 150”) – over work that it had assigned to the IBEW, filed an unfair labor practice charge against the IBEW alleging a violation of Section 8(b)(4)(D) of the Act [Charge No. 13-CD-68444] and requesting that the Board hold a 10(k) Hearing.

On December 8, 2011, the Regional Director for Region 13 held a 10(k) Hearing on the jurisdictional dispute that Aldridge was faced with. Local 150 filed a motion to quash the 10(k) Hearing on the contested basis that all of the parties were bound to resolve this dispute exclusively by a dispute mechanism of the “Plan for Settlement of Jurisdictional Disputes in the Construction Industry” (“Plan”). However, the Employer and the IBEW informed the Regional Director that they were not bound to resolve this dispute pursuant to that Plan. The Regional

Director, finding that there was not a voluntary dispute mechanism that bound all of the parties, denied Local 150's motion to quash and proceeded with the scheduled 10(k) Hearing. The unions filed post-hearing briefs with the Board on or about January 17, 2012.

Local 150, in complete disregard of the Board's jurisdiction of this dispute, proceeded to file a series of grievances with the Plan. Neither Aldridge nor the IBEW participated in any of these proceedings initiated by the Plan and its designee, the Joint Grievance Committee ("JGC"). As a result of these *ex parte* proceedings, the JGC awarded the disputed work to Local 150 and directed Aldridge to pay a sum of almost \$400,000.00 to Local 150's Assistance Fund. Local 150 has sent a series of letters with each of these so-called awards to Aldridge, culminating in letters of March 7 and 13, 2012, demanding that Aldridge pay Local 150 the amount of **\$439,343.44** and threatening to take "**job action**" and legal action if that amount was not paid by March 21, 2012.

Accordingly, the Employer respectfully requests that the Board expedite the issuance of a Decision and Order as soon as possible on the 10(k) proceeding held in this case.

## **II. FACTS**

On or about November 29, 2011, Richard Resnick, Administrator and Counsel to the Plan ("Resnick"), sent a letter (attached as "Employer's Exhibit # 1") to Aldridge informing it that Local 150 had filed an "impediment job progress complaint" ("Complaint"). Local 150's complaint was that:

"Aldridge has engaged in an impediment to job progress through the filing of an unfair labor practice charge with the National Labor Relations Board over a jurisdictional dispute between the IBEW and IUOE..." [*emphasis supplied*]

Resnick's letter informed Aldridge that it was to "take appropriate action to cease the violation" and "process any jurisdictional disputes that arise through the Plan."

On December 2, 2011, Resnick sent a letter (Employer's Exhibit # 2) to Aldridge, IBEW and Local 150, acknowledging that Aldridge and the IBEW had stated that they were not obligated to submit this dispute to the Plan. Resnick, totally ignoring the fact that the Regional Director for Region 13 of the NLRB had scheduled a 10(k) Hearing to be held a few days after the date of his letter, scheduled an arbitration of this jurisdictional dispute for December 6, 2011, stating that he would leave it to the arbitrator selected by him to decide the issue of who was bound by the Plan.

Aldridge and the IBEW did not participate in the hearing that Resnick scheduled, since they were not bound to participate. Furthermore, pursuant to Section 102.90 of the Board's Rules and Regulations, the Regional Director for Region 13 had already issued a Notice of a 10(k) Hearing after determining that the Employer and the IBEW had not voluntarily agreed to and were not bound by the Plan for adjusting this jurisdictional dispute.

On December 8, 2012, a 10(k) Hearing was held at the offices of Region 13 of the NLRB, with respect to this jurisdictional dispute. The record of that Hearing is currently pending before the Board.

In complete disregard of the Board's proceedings and jurisdiction, Local 150 continued to present a series of complaints over this jurisdictional dispute to the Plan. Neither Aldridge nor the IBEW participated in any of those proceedings, which were apparently conducted on an *ex parte* basis.

On or about February 7, 2012, Aldridge was notified by letter that a Joint Grievance Committee ("JGC") had decided six (6) jurisdictional dispute grievances (Grievance # 4-029-030 and 035) filed by Local 150 over the same work that is the subject of the Board's 10(k) Hearing.

Aldridge and the IBEW did not participate in the JGC hearings. The JGC issued awards in all 6 grievances to Local 150 and stated that Aldridge was to pay **\$399,403.13** to the Local 150 Assistance Fund.

On February 13, 2012, Aldridge sent a letter (Employer's Exhibit # 4) in response to these awards, repeating its prior letters and statements that the issue of this jurisdictional dispute was properly before the NLRB and that the Employer will await the Board's decision on this dispute.

On February 27, 2012, Marshall Douglas ("Douglas"), Local 150's Treasurer, sent Aldridge a series of grievances (Nos. 12-4-003-005) which is attached hereto as Employer's Exhibits # 5A – F. These additional grievances again concerned the work that is the basis of the jurisdictional dispute presently pending before the Board pursuant to the 10(k) Hearing. On March 5, 2012, Aldridge responded with a letter (Employer's Exhibit # 6) to Local 150, again stating that this matter was properly before the Board and that it was awaiting the Board's decision on the 10(k) proceeding.

On March 7, 2012, Douglas sent a letter (Employer's Exhibit # 7) demanding that Aldridge pay \$439,343.44 to Local 150's Assistance Fund for the "awards" issued (and liquidated damages of 10%) by the JGC on February 7, 2012 for Grievances Nos. 11-4-029-033 and 035. Douglas states that if a check for that amount was not received in two weeks – "there will be possible **job action**" [*emphasis supplied*] and the matter would be forwarded to legal counsel for Local 150 with Aldridge being responsible for those attorney fees. On March 13, 2012, Local 150's General Counsel sent a letter (Employer's Exhibit # 8) to Aldridge, again demanding payment of **\$439,393.44** to Local 150's Assistance Fund and stating that they would

file a legal suit if this amount was not paid and that Aldridge would be responsible for attorney fees and court costs.

### III. DISCUSSION

Local 150 has continued to act in derogation of the Board's jurisdiction to decide this jurisdictional dispute. The only statutory exception to the Board's jurisdiction in 10(k) proceedings is when:

"within ten days after notice that such charge has been filed, the parties to such dispute submit to the Board satisfactory evidence that they have adjusted, or agreed upon, methods for the voluntary adjustment of the dispute."

29 U.S.C. Section 160(k) [*emphasis supplied*]

The Regional Director was apparently not satisfied that the parties had agreed to the voluntary adjustment of this dispute and ordered the 10(k) Hearing.

Despite the clear mandate that the Board decide this jurisdictional dispute, Local 150 has proceeded to engage in a series of unilateral *ex parte* actions to have the jurisdictional dispute decided by a process that neither Aldridge nor the IBEW had agreed to or were bound by. These improper actions have now resulted in Local 150 claiming that it has been awarded the disputed work and that the Employer has to pay in excess of **\$439,000.00** to Local 150's "Assistance Fund." In furtherance of this improper scheme, Local 150 has now threatened Aldridge with **"job action"** and a costly lawsuit if it does not promptly pay Local 150 \$439,000.00.

Local 150's oppressive and unilateral actions are exactly the type of conduct that Congress sought to prevent in enacting Section 10(k) of the Act. The peaceful resolution of such a dispute, with the full participation of all parties, is exactly what Section 10(k) provides for. Local 150's actions in trying to do an "end run" around and in derogation of the Board's process,

should not be permitted. Local 150's demand for payment by the Employer of more than \$439,000.00 to its "Assistance Fund" is clearly improper pressure upon the Employer in an attempt to deny the Employer the benefits of the Board's processes. Furthermore, its threats of "job action" and a costly lawsuit for non-payment of this very large amount of money indicates a total disregard for the Employer's rights and the Board's processes.

#### IV. CONCLUSION

The Employer's Motion for Expediting the Issuance of the Board's Decision and Order in this 10(k) proceeding is clearly warranted by Local 150's continued improper actions to undermine the Board's jurisdiction and processes. The urgent need for the Board to issue a Decision now is clearly illustrated by Local 150's recent threats of a job action and a costly lawsuit if the Employer does not pay that union almost one-half million dollars at this time.

WHEREFORE, it is respectfully requested the Board issue its decision in this case as expeditiously as possible.

March 29, 2012

Respectfully submitted,



Paul J. Cherner

KLEIN DUB & HOLLEB, LTD.

660 LaSalle Place, Suite 100

Highland Park, IL 60035

847.681.9100

pjc@labor-law.com

*Attorneys for Aldridge Electric, Inc.  
(Employer)*

## **CERTIFICATE OF FILING AND SERVICE**

The undersigned certifies that in addition to filing this Motion electronically with the Board that he has on the 29<sup>th</sup> of March, 2012 caused copies of these documents to be sent to the following:

*By Overnight Mail to:*

Executive Secretary  
National Labor Relations Board  
1099 14<sup>th</sup> Street N.W., Suite 6300  
Washington, DC 20570-0001

*By Electronic Mail to*

Dale D. Pierson [dpierson@local150.org]  
Bryan P. Diemer [bdiemer@local150.org]  
Local 150 Legal Department

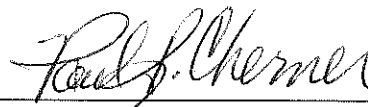
*Attorneys for Local 150*

and

Travis R. Kettermann [tkettermann@whitfieldmcgann.com]  
Whitfield, McGann & Kettermann

*Attorney for IBEW, Local 196*

March 29, 2012

A handwritten signature in cursive script, reading "Paul J. Cherner", written over a horizontal line.

Paul J. Cherner



PLAN FOR SETTLEMENT OF JURISDICTIONAL DISPUTES  
IN THE CONSTRUCTION INDUSTRY

900 7<sup>th</sup> Street, N.W., Suite 1000, Washington, D.C. 20001

(202) 785-9300

Fax (202) 775-1950

November 29, 2011

VIA FACSIMILE

Wayne Gearig  
Aldridge Electric, Inc.  
844 East Rockland Road  
Libertyville, Illinois 60048

RE: IL 11/29/11

Dear Mr. Gearig:

I have received an impediment to job progress complaint from the IUOE alleging that Aldridge Electric has engaged in an impediment to job progress through the filing of an unfair labor practice charge with the National Labor Relations Board over a jurisdictional dispute between the IBEW and the IUOE involving the assignment of the operation of the following equipment: directional boring machines, directional boring machine locators, directional drills, directional drill locators, and mini-excavators. The work in dispute is located at the iFibrer project in Winnego, Boone, DeKalb, Lee, Jo Davies, Stevenson, Carroll, Bureau, and Whiteside counties in Illinois. You are indicated as having been sent a copy of the correspondence.

Pursuant to Article VI, Section 2(a), of the Plan, please take appropriate action to cease the alleged violation and process any jurisdictional disputes that arise through the Plan. In accordance with Article VI of the Plan, I will select an arbitrator to hold a hearing if it is contended that the violation still exists as of 5:00 p.m. on Wednesday, November 30, 2011.

Thank you for your prompt attention to this matter.

Sincerely,



Richard M. Resnick  
Administrator and Counsel to the Plan

cc: Vincent J. Giblin - IUOE  
Edwin D. Hill - IBEW



PLAN FOR SETTLEMENT OF JURISDICTIONAL DISPUTES  
IN THE CONSTRUCTION INDUSTRY

900 7<sup>th</sup> Street, N.W., Suite 1000, Washington, D.C. 20001

(202) 785-9300

Fax (202) 775-1950

December 2, 2011

VIA FACSIMILE

Vincent J. Giblin, General President  
International Union of Operating Engineers  
1125 17<sup>th</sup> Street, N.W.  
Washington, D.C. 20036

Edwin D. Hill, International President  
International Brotherhood of Electrical Workers  
900 Seventh Street, N.W., 11<sup>th</sup> Floor  
Washington, D.C. 20001

Wayne Gearig  
Aldridge Electric, Inc.  
844 E. Rockland Road  
Libertyville, IL 60048

RE: IL 11/29/11

Gentlemen:

I have received correspondence from the IUOE indicating that the alleged impediment to job progress of Aldridge Electric filing an unfair labor practice charge with the National Labor Relations Board involving a jurisdictional dispute over the assignment of the following equipment: directional boring machines, directional boring machine locators, directional drills, directional drill locators, and mini-excavators at the iFibrer project in Winnego, Boone, DeKalb, Lee, Jo Davies, Stevenson, Carroll, Bureau, and Whiteside counties in Illinois, has not been resolved. You are indicated as having been sent a copy of the correspondence.

The IBEW and Aldridge Electric have questioned whether the IUOE and Aldridge Electric are stipulated to the Plan. Because factual disputes exist regarding the question of stipulation, I have decided to schedule this matter for arbitration and to refer the question of stipulation to the Arbitrator.

As a result, the IUOE's impediment to job progress claim will continue to be processed. In accordance with Article VI, Section 2, of the Plan, I have selected

Arbitrator Paul Greenberg to hear the impediment to job progress case. Arbitrator Greenberg has selected **Tuesday, December 6, 2011, at 10:00 a.m.** The hearing will take place in my conference room at **900 Seventh Street, N.W., Suite 1000, Washington, DC.**

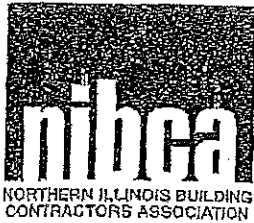
Sincerely,

A handwritten signature in black ink, appearing to read "Richard M. Resnick". The signature is fluid and cursive, with a large initial "R" and "M".

Richard M. Resnick

Administrator and Counsel to the Plan

cc: Arbitrator Greenberg



February 7, 2012

Aldridge Electric, Inc.  
844 East Rock Land Road  
Libertyville, IL 60048

RE: Grievance #11-4-029

Dear Sir:

This will confirm the decision of the Joint Grievance Committee in the above referenced matter as announced following a hearing on February 6, 2011 at the offices of the Northern Illinois Building Contractors Association. Based on the testimony heard the Committee, by majority decision, determined as follows:

1. The Employer shall pay \$10,486.64 to the Local #150 Assistance Fund;
2. Check(s) should be sent to Marshall Douglas at Local #150, 3511 - 78<sup>th</sup> Avenue West, Rock Island, IL 61201 for distribution.

Your attention is directed to Article II (Building) or Article XIII (Heavy & Highway), Section 1 of the Rockford Nine County Agreement which provides in part that: "Decisions of the Joint Grievance Committee and Arbitration Awards shall be complied with within seven (7) days of receipt of the decision by the losing party. A party which fails to comply within the seven (7) day period shall be required to pay an additional 10% of all amounts owed as liquidated damages for failure to comply with the decision or award. In the event the prevailing party is required to file suit to enforce the decision or award, and it prevails, it shall be entitled to recover its costs, including attorney's fees from the losing party."

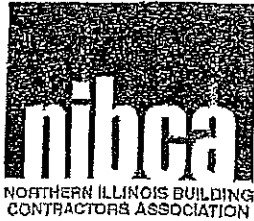
Yours truly,

NORTHERN ILLINOIS BUILDING  
CONTRACTORS ASSOCIATION

  
Glen L. Turpoff, Secretary

GLT:lb  
cc: Marshall Douglas

1111 South Alpine Road  
Suite 202  
Rockford, IL 61108  
Ph 815.229.5636  
Fx 815.226.4856  
Web www.nibca.net



February 7, 2012

Aldridge Electric, Inc.  
844 East Rock Land Road  
Libertyville, IL 60048

RE: Grievance #11-4-030

Dear Sir:

This will confirm the decision of the Joint Grievance Committee in the above referenced matter as announced following a hearing on February 6, 2011 at the offices of the Northern Illinois Building Contractors Association. Based on the testimony heard the Committee, by majority decision, determined as follows:

1. The Employer shall pay \$10,486.64 to the Local #150 Assistance Fund;
2. Check(s) should be sent to Marshall Douglas at Local #150, 3511 - 78<sup>th</sup> Avenue West, Rock Island, IL 61201 for distribution.

Your attention is directed to Article II (Building) or Article XIII (Heavy & Highway), Section 1 of the Rockford Nine County Agreement which provides in part that: "Decisions of the Joint Grievance Committee and Arbitration Awards shall be complied with within seven (7) days of receipt of the decision by the losing party. A party which fails to comply within the seven (7) day period shall be required to pay an additional 10% of all amounts owed as liquidated damages for failure to comply with the decision or award. In the event the prevailing party is required to file suit to enforce the decision or award, and it prevails, it shall be entitled to recover its costs, including attorney's fees from the losing party."

Yours truly,

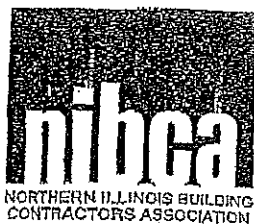
NORTHERN ILLINOIS BUILDING  
CONTRACTORS ASSOCIATION

A handwritten signature in dark ink, appearing to read "G. L. Turpoff", is written over the printed name of the Secretary.

Glen L. Turpoff, Secretary

GLT:lb  
cc: Marshall Douglas

1111 South Alpine Road  
Suite 202  
Rockford, IL 61103  
Ph 815.229.5636  
Fx 815.229.4868  
Web www.nibca.net



February 7, 2012

Aldridge Electric, Inc.  
844 East Rock Land Road  
Libertyville, IL 60048

RE: Grievance #11-4-031

Dear Sir:

This will confirm the decision of the Joint Grievance Committee in the above referenced matter as announced following a hearing on February 6, 2011 at the offices of the Northern Illinois Building Contractors Association. Based on the testimony heard the Committee, by majority decision, determined as follows:

1. The Employer shall pay \$94,414.61 to the Local #150 Assistance Fund;
2. Check(s) should be sent to Marshall Douglas at Local #150, 3511 - 78<sup>th</sup> Avenue West, Rock Island, IL 61201 for distribution.

Your attention is directed to Article II (Building) or Article XIII (Heavy & Highway), Section 1 of the Rockford Nine County Agreement which provides in part that: "Decisions of the Joint Grievance Committee and Arbitration Awards shall be complied with within seven (7) days of receipt of the decision by the losing party. A party which fails to comply within the seven (7) day period shall be required to pay an additional 10% of all amounts owed as liquidated damages for failure to comply with the decision or award. In the event the prevailing party is required to file suit to enforce the decision or award, and it prevails, it shall be entitled to recover its costs, including attorney's fees from the losing party."

Yours truly,

NORTHERN ILLINOIS BUILDING  
CONTRACTORS ASSOCIATION

  
Glen L. Turpoff, Secretary

GLT:lb  
cc: Marshall Douglas

1111 South Alpine Road  
Suite 202  
Rockford, IL 61108  
Ph 815.229.5699  
Fx 815.228.4858  
Web www.nibca.net

EMPLOYER'S EXHIBIT # 3C  
Case No. 13-CD-68444



February 7, 2012

Aldridge Electric, Inc.  
844 East Rock Land Road  
Libertyville, IL 60048

RE: Grievance #11-4-032

Dear Sir:

This will confirm the decision of the Joint Grievance Committee in the above referenced matter as announced following a hearing on February 6, 2011 at the offices of the Northern Illinois Building Contractors Association. Based on the testimony heard the Committee, by majority decision, determined as follows:

1. The Employer shall pay \$94,414.61 to the Local #150 Assistance Fund;
2. Check(s) should be sent to Marshall Douglas at Local #150, 3511 - 78<sup>th</sup> Avenue West, Rock Island, IL 61201 for distribution.

Your attention is directed to Article II (Building) or Article XIII (Heavy & Highway), Section 1 of the Rockford Nine County Agreement which provides in part that: "Decisions of the Joint Grievance Committee and Arbitration Awards shall be complied with within seven (7) days of receipt of the decision by the losing party. A party which fails to comply within the seven (7) day period shall be required to pay an additional 10% of all amounts owed as liquidated damages for failure to comply with the decision or award. In the event the prevailing party is required to file suit to enforce the decision or award, and it prevails, it shall be entitled to recover its costs, including attorney's fees from the losing party."

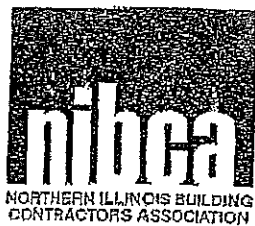
Yours truly,

NORTHERN ILLINOIS BUILDING  
CONTRACTORS ASSOCIATION

  
Glen L. Turpoff, Secretary

GLT:lb  
cc: Marshall Douglas

1111 South Alpine Road  
Suite 202  
Rockford, IL 61108  
Ph 815.229.5838  
Fx 815.226.4858  
Web www.nibca.net



February 7, 2012

Aldridge Electric, Inc.  
844 East Rock Land Road  
Libertyville, IL 60048

RE: Grievance #11-4-033

Dear Sir:

This will confirm the decision of the Joint Grievance Committee in the above referenced matter as announced following a hearing on February 6, 2011 at the offices of the Northern Illinois Building Contractors Association. Based on the testimony heard the Committee, by majority decision, determined as follows:

1. The Employer shall pay \$94,414.61 to the Local #150 Assistance Fund;
2. Check(s) should be sent to Marshall Douglas at Local #150, 3511 - 78<sup>th</sup> Avenue West, Rock Island, IL 61201 for distribution.

Your attention is directed to Article II (Building) or Article XIII (Heavy & Highway), Section 1 of the Rockford Nine County Agreement which provides in part that: "Decisions of the Joint Grievance Committee and Arbitration Awards shall be complied with within seven (7) days of receipt of the decision by the losing party. A party which fails to comply within the seven (7) day period shall be required to pay an additional 10% of all amounts owed as liquidated damages for failure to comply with the decision or award. In the event the prevailing party is required to file suit to enforce the decision or award, and it prevails, it shall be entitled to recover its costs, including attorney's fees from the losing party."

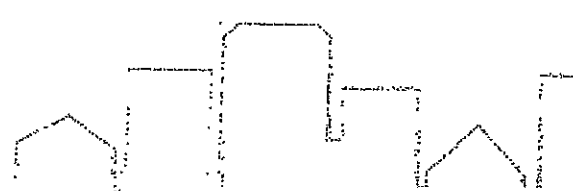
Yours truly,

NORTHERN ILLINOIS BUILDING  
CONTRACTORS ASSOCIATION

  
Glen L. Turpoff, Secretary

GLT:lb  
cc: Marshall Douglas

1111 South Alpha Road  
Suite 202  
Rockford, IL 61108  
Ph 815.229.5036  
Fx 815.226.4856  
Web www.nibca.net







February 7, 2012

Aldridge Electric, Inc.  
844 East Rock Land Road  
Libertyville, IL 60048

RE: Grievance #11-4-035

Dear Sir:

This will confirm the decision of the Joint Grievance Committee in the above referenced matter as announced following a hearing on February 6, 2011 at the offices of the Northern Illinois Building Contractors Association. Based on the testimony heard the Committee, by majority decision, determined as follows:

1. The Employer shall pay \$95,186.02 to the Local #150 Assistance Fund;
2. Check(s) should be sent to Marshall Douglas at Local #150, 3511 - 78<sup>th</sup> Avenue West, Rock Island, IL 61201 for distribution.

Your attention is directed to Article II (Building) or Article XIII (Heavy & Highway), Section 1 of the Rockford Nine County Agreement which provides in part that: "Decisions of the Joint Grievance Committee and Arbitration Awards shall be complied with within seven (7) days of receipt of the decision by the losing party. A party which fails to comply within the seven (7) day period shall be required to pay an additional 10% of all amounts owed as liquidated damages for failure to comply with the decision or award. In the event the prevailing party is required to file suit to enforce the decision or award, and it prevails, it shall be entitled to recover its costs, including attorney's fees from the losing party."

Yours truly,

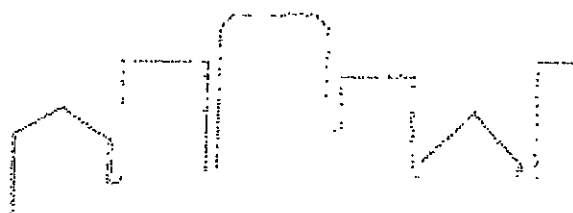
NORTHERN ILLINOIS BUILDING  
CONTRACTORS ASSOCIATION

A handwritten signature in dark ink, appearing to read "G. L. Turpoff", is written over the typed name.

Glen L. Turpoff, Secretary

GLT:lb  
cc: Marshall Douglas

1111 South Alpine Road  
Suite 202  
Rockford, IL 61109  
Ph 815.229.5838  
Fx 815.229.4859  
Web www.nibca.net





February 13, 2012

Northern Illinois Building  
Construction Association  
Attn: Glen L. Turpoff  
1111 South Alpine Road  
Suite 02  
Rockford, IL 61108

Re: grievance #11-4-029 through #11-4-035

Mr. Turpoff:

I accept this letter as acknowledgement of the receipt of your letter dated February 12, 2012. Allridge Electric, Inc. is familiar with the references to the Rockford Nine County Agreement however; we respectfully disagree with the Committee's decision and do not accept these decisions as binding.

Allridge Electric is aware, an NLRB 10k hearing was conducted on December 8<sup>th</sup>, 2011 and, to date, no decision on jurisdiction has not been rendered. Once a decision is set forth, we will work with the NLRB to ensure compliance with their ruling.

Thank you. If you have any questions or concerns please feel free to contact me with any questions or concerns. Thank you in advance for your patience and understanding as this matter is resolved.

Sincerely,

Glen L. Turpoff  
President  
Allridge Electric, Inc.

cc:

8  
Allridge Electric, Inc.  
[www.allridgeelectric.com](http://www.allridgeelectric.com)

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 - FAX (708) 482-7186  
5200 JOLIET ROAD  
COUNTRYSIDE, IL. 60525-3992

February 27, 2012

*Via Fax (847) 680-5233 &  
CM 7010 0780 0001 8259 7669*

Stephen E. Rivi  
ALDRIDGE ELECTRIC, INC.  
844 E. Rock Land Road  
Libertyville, IL 60048

RE: Violation of the NIBCA/NICA Rockford Nine County Heavy & Highway Agreement  
Article XV, Section 1 – Fringe Benefits (Mini Excavator, Trencher & Cable Plow)  
Grievance File No. 12-4-003

Dear Mr. Rivi:

We are advised that your company is in violation of articles and sections, including but not limited to that captioned above, of the Northern Illinois Building Contractors Association and Northwestern Illinois Contractors Association Rockford Nine County Heavy and Highway Agreement, which your company and this Union are parties to by virtue of Memorandum of Agreement signed October 20, 1970.

We are further advised that the above stated violation occurred on or about January 26, 2012 and is ongoing at various construction sites for the I-Fiber Project, within Local 150's jurisdictional territory, where your company failed to pay fringe benefit contributions. See attached Agent's Statement for further details.

In compliance with Step One of the grievance and arbitration clause of our Agreement, Article XIII, Section 1, our Business Representative Mike Kresge attempted to contact your representative Wayne Gearig by telephone, but the grievance remains unresolved. Therefore, in a further attempt to resolve this dispute, I have designated Treasurer, Marshall Douglas, to meet with your designated company officials at the Local Union office, 4477 Linden Road, Rockford, Illinois on Tuesday, March 13, 2011 at 9:15 a.m. If the Company Officer cannot attend, please send a representative.

It is in the best interest of your company to negotiate a settlement at the pre-grievance hearing. Many grievances are resolved at this meeting. If you do not attend the pre-grievance hearing and this matter remains unresolved, it will be automatically scheduled for the next meeting of the Joint Grievance Committee.

This Union shall continue to hold your Company liable for all appropriate remedies, including



Grievance Letter

File 12-4-003

Page No. 2

but not limited to any back wages and fringe benefits lost by all affected members of the bargaining unit who would be working had you honored our Agreement.

Sincerely,

James M. Sweeney

PRESIDENT-BUSINESS MANAGER

By: Marshall Douglas, Treasurer  
IUOE, Local 150 – District 8 Office  
3511 78<sup>th</sup> Avenue West  
Rock Island, IL 61201  
(309) 787-4646  
(309) 787-7405 Fax

MED/ap

Attachment

cc: Mike Kresge, Business Representative – District 4  
Steven M. Cisco, Recording-Corresponding Secretary  
Dale D. Pierson, General Counsel  
Bryan Diemer, Assistant General Counsel  
Ron Selby, MOE Delinquency  
Glenn L. Turpoff, NIBCA/NICA

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7186  
6200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3992

## STATEMENT OF BUSINESS AGENT

**To:** Steven M. Cisco  
Recording-Corresponding Secretary

**RE:** ALDRIDGE ELECTRIC, INC. – Violation of Article XV, Section 1 – Fringe Benefits of the NIBCA/NICA Heavy & Highway Agreement

Aldridge Electric is working on the I-Fiber Project running a mini excavator, trencher, and cable plow at various locations. The company has failed to contribute to the Local 150 Fringe Benefit Fund for the employees running these machines.

On 2/24/12, I left a voice mail for Wayne Gearig. I did not receive a return call.

**Violation Date:** January 26, 2012 and ongoing

**Relief Sought:** All wages and fringe benefits owed to the Local 150 Assistance Fund on behalf of members who would have worked had the agreement been honored.

$\$27.89 \times 8 \text{ Hours} = \$223.12^* \text{ Per Day}$

\*This amount will increase with each additional date of violation. Total to be determined.

Mike Kresge, Business Representative – District 4  
February 24, 2012

File No. 12-4-003

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7186  
6200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3992

February 27, 2012

*Via Fax (847) 680-5233 &  
CM 7010 0780 0001 8259 7669*

Stephen E. Rivi  
ALDRIDGE ELECTRIC, INC.  
844 E. Rock Land Road  
Libertyville, IL 60048

RE: Violation of the NIBCA/NICA Rockford Nine County Heavy & Highway Agreement  
Article I, Section 4 – Subcontractor (Mini Excavator, Directional Bore Rig & Locator)  
Grievance File No. 12-4-004

Dear Mr. Rivi:

We are advised that your company is in violation of articles and sections, including but not limited to that captioned above, of the Northern Illinois Building Contractors Association and Northwestern Illinois Contractors Association Rockford Nine County Heavy and Highway Agreement, which your company and this Union are parties to by virtue of Memorandum of Agreement signed October 20, 1970.

We are further advised that the above stated violation occurred on or about January 26, 2012 and is ongoing at various construction sites for the I-Fiber Project, within Local 150's jurisdictional territory, where your company subcontracted work covered by the Scope of Work of our Agreement to a company not party to the applicable current labor agreement with the Union. See attached Agent's Statement for further details, including damages owed in the estimated amount of **\$1,569.76\* Per Day**.

In compliance with Step One of the grievance and arbitration clause of our Agreement, Article XIII, Section 1, our Business Representative Mark Szula attempted to contact your representative Wayne Gearig by telephone, but the grievance remains unresolved. Therefore, in a further attempt to resolve this dispute, I have designated Treasurer, Marshall Douglas, to meet with your designated company officials at the **Local Union office, 4477 Linden Road, Rockford, Illinois on Tuesday, March 13, 2011 at 9:15 a.m.** If the Company Officer cannot attend, please send a representative.

It is in the best interest of your company to negotiate a settlement at the pre-grievance hearing. Many grievances are resolved at this meeting. If you do not attend the pre-grievance hearing and this matter remains unresolved, it will be automatically scheduled for the next meeting of the Joint Grievance Committee.

\* Ongoing



Grievance Letter  
File 12-4-004  
Page No. 2

This Union shall continue to hold your Company liable for all appropriate remedies, including but not limited to any back wages and fringe benefits lost by all affected members of the bargaining unit who would be working had you honored our Agreement.

Sincerely,  
James M. Sweeney  
PRESIDENT-BUSINESS MANAGER

By: Marshall Douglas, Treasurer  
IUOE, Local 150 – District 8 Office  
3511 78<sup>th</sup> Avenue West  
Rock Island, IL 61201  
(309) 787-4646  
(309) 787-7405 Fax

MED/ap  
Attachment

cc: Mark Szula, Business Representative – District 4  
Steven M. Cisco, Recording-Corresponding Secretary  
Dale D. Pierson, General Counsel  
Bryan Diemer, Assistant General Counsel  
Glen L. Turpoff, NIBCA/NICA

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 - FAX (708) 482-7186  
6200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3992

## STATEMENT OF BUSINESS AGENT

**To:** Steven M. Cisco  
Recording-Corresponding Secretary

**RE:** ALDRIDGE ELECTRIC, INC. - Violation of Article I, Section 4 - Subcontractor of the NIBCA/NICA Heavy & Highway Agreement

Aldridge Electric has work on the I-Fiber Project. They have sub-contracted some of the work to Sonoma Construction Services, Inc. Sonoma Construction Services, Inc. is not signatory with Local 150. Sonoma is running mini excavators, directional bore machines, and locators at various locations on the project.

On 2/24/12, I left a voice mail for Wayne Gearig. I did not get a return call.

**Violation Date:** January 26, 2012 and ongoing

**Relief Sought:** All wages and fringe benefits owed to the Local 150 Assistance Fund on behalf of members who would have worked had the agreement been honored.

Wages:	\$40.20 x 8 Hours	= \$ 321.60
	\$36.90 x 8 Hours	= \$ 295.20
	\$35.45 x 8 Hours	= \$ 283.60
		= \$ 900.40
Fringes:	\$27.89 x 24 Hours	= \$ 669.36
		= \$1,569.36* Per Day

\*This amount will increase with each additional date of violation. Total to be determined.

Mark Szula, Business Representative - District 4  
February 24, 2012

File No. 12-4-004



# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7186  
6200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3992

February 27, 2012

Via Fax (847) 680-5233 &  
CM 7010 0780 0001 8259 7669

Stephen E. Rivi  
ALDRIDGE ELECTRIC, INC.  
844 E. Rock Land Road  
Libertyville, IL 60048

RE: Violation of the NIBCA/NICA Rockford Nine County Heavy & Highway Agreement  
Article I, Section 4 – Subcontractor (Mini Excavator, Directional Bore Rig & Locator)  
Grievance File No. 12-4-005

Dear Mr. Rivi:

We are advised that your company is in violation of articles and sections, including but not limited to that captioned above, of the Northern Illinois Building Contractors Association and Northwestern Illinois Contractors Association Rockford Nine County Heavy and Highway Agreement, which your company and this Union are parties to by virtue of Memorandum of Agreement signed October 20, 1970. We are further advised that the above stated violation occurred on or about January 26, 2012 and is ongoing at various construction sites for the I-Fiber Project, within Local 150's jurisdictional territory, where your company subcontracted work covered by the Scope of Work of our Agreement to a company not party to the applicable current labor agreement with the Union. See attached Agent's Statement for further details, including damages owed in the estimated amount of \$1,569.76\* Per Day.

In compliance with Step One of the grievance and arbitration clause of our Agreement, Article XIII, Section 1, our Business Representative Mike Kresge attempted to contact your representative Wayne Gearig by telephone, but the grievance remains unresolved. Therefore, in a further attempt to resolve this dispute, I have designated Treasurer, Marshall Douglas, to meet with your designated company officials at the Local Union office, 4477 Linden Road, Rockford, Illinois on Tuesday, March 13, 2011 at 9:15 a.m. If the Company Officer cannot attend, please send a representative.

It is in the best interest of your company to negotiate a settlement at the pre-grievance hearing. Many grievances are resolved at this meeting. If you do not attend the pre-grievance hearing and this matter remains unresolved, it will be automatically scheduled for the next meeting of the Joint Grievance Committee.

Ongoing



Grievance Letter

File 12-4-005

Page No. 2

This Union shall continue to hold your Company liable for all appropriate remedies, including but not limited to any back wages and fringe benefits lost by all affected members of the bargaining unit who would be working had you honored our Agreement.

Sincerely,

James M. Sweeney

PRESIDENT-BUSINESS MANAGER

By: Marshall Douglas, Treasurer  
IUOE, Local 150 – District 8 Office  
3511 78<sup>th</sup> Avenue West  
Rock Island, IL 61201  
(309) 787-4646  
(309) 787-7405 Fax

MED/ap

Attachment

cc: Mike Kresge, Business Representative – District 4  
Steven M. Cisco, Recording-Corresponding Secretary  
Dale D. Pierson, General Counsel  
Bryan Diemer, Assistant General Counsel  
Glen L. Turpoff, NIBCA/NICA

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7186  
6200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3992

## STATEMENT OF BUSINESS AGENT

**To:** Steven M. Cisco  
Recording-Corresponding Secretary

**RE:** ALDRIDGE ELECTRIC, INC. – Violation of Article I, Section 4 - Subcontractor of the NIBCA/NICA Heavy & Highway Agreement

Aldridge Electric has work on the I-Fiber Project that they have sub-contracted to Utility Dynamics. Utility Dynamics is not signatory with Local 150. Utility Dynamics is running mini excavators, directional bore machines, and locators at various locations on the project.

On 2/24/12, I left a voice mail for Wayne Gearig. I did not get a return call.

**Violation Date:** January 26, 2012 and ongoing

**Relief Sought:** All wages and fringe benefits owed to the Local 150 Assistance Fund on behalf of members who would have worked had the agreement been honored.

Wages:	\$40.20 x 8 Hours	= \$ 321.60
	\$36.90 x 8 Hours	= \$ 295.20
	\$35.45 x 8 Hours	= \$ 283.60
		= \$ 900.40
Fringes:	\$27.89 x 24 Hours	= \$ 669.36
		= \$1,569.36* Per Day

\*This amount will increase with each additional date of violation. Total to be determined.

Mike Kresge, Business Representative – District 4  
February 24, 2012

File No. 12-4-005



March 5th, 2012

International Union of Operating Engineers  
6200 Joliet Rd  
Countryside, IL 60525-3992  
Attn: James Sweeney

Re: Grievance #12-4-003 through #12-4-005

Mr. Sweeney:

Please accept this letter as acknowledgement of the receipt of your letter dated February 27<sup>th</sup>, 2012. Aldridge Electric, Inc. is familiar with the references to the Rockford Nine County Agreement however; we respectfully disagree with your position.

As NIBCA/NICA is aware, an NLRB 10k hearing was conducted on December 8<sup>th</sup>, 2011 and, to date, a ruling over jurisdiction has not been rendered. Once a decision is set forth, Aldridge will work with the NLRB to ensure compliance with their ruling.

In the interim, if you have any questions or concerns please feel free to contact me with any questions or concerns. Thank you in advance for your patience and understanding as this issue is resolved.

Sincerely,

John J. Sliwicki  
Risk Manager  
Aldridge Electric, Inc.

o - 847.247.6410  
c - 847.276.7093  
f - 847.680.0118  
[jsliwicki@aldridge-electric.com](mailto:jsliwicki@aldridge-electric.com)

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7186  
6200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3992

March 7, 2012

**Via Fax (847) 680-5298 and  
CM 7010 0780 0001 8259 7690**

Wayne Gerig, Vice President  
ALDRIDGE ELECTIRC, INC.  
844 E Rockland Rd  
Libertyville, IL 60048

2nd Reminder Notice

**RE: Joint Grievance Committee Decision & Award  
Grievance Nos. 11-4-029, 11-4-030, 11-4-031, 11-4-032, 11-4-033 & 11-4-035**

Dear Wayne:

As of this date, IUOE Local 150 has not received your settlement check in regards to the above referenced matters. Copies of the JGC Decision & Award letters dated February 7, 2012 are again attached for your review.

To avoid additional legal fees and court costs, please submit your settlement check within ten (10) days from receipt of this letter in the amount of **\$439,343.44 to IUOE Local 150 Assistance Fund**, which includes 10% liquidated damages.

Please mail your check to the attention of Marshall Douglas, Treasurer, 3511 78<sup>th</sup> Avenue West, Rock Island, IL 61201.

If the amount due has not been received at the end of the two (2) week period there will be possible job action and this matter will be forwarded to our attorneys whose legal fees will be your responsibility. If you have any questions, please contact the undersigned at (309) 787-4646.

Sincerely,

*Marshall E. Douglas*  
Marshall Douglas, Treasurer

MED/ap

Attachment

cc:

Mike Kresge, Business Representative

Mark Szula, Business Representative

Steven M. Cisco, Recording-Corresponding Secretary

Dale D. Pierson, General Counsel

Bryan Bremer, Assistant General Counsel

Glen Furhoff, NIBCA/NICA

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O.

6140 JOLIET ROAD  
COUNTRYSIDE, IL 60525



708-579-6663  
FAX 708-588-1647

DALE D. PIERSON  
ELIZABETH A. LAROSE  
MELINDA S. HENSEL  
BRYAN P. DIEMER  
CHARLES R. KISER

## LEGAL DEPARTMENT

MARC R. POULOS  
MELISSA L. BINETTI  
STEVE A. DAVIDSON  
KARA PRINCIPLE

March 13, 2012

Via Regular Mail

Wayne Gerig  
Aldridge Electric, Inc.  
844 E Rockland Rd  
Libertyville, IL 60048

Re: IUOE, Local 150 and Aldridge Electric, Inc.  
Grievance Nos.: 11-4-029, 11-4-030, 11-4-031, 11-4-032, 11-4-033 & 11-4035  
Our File No.: AE-00174

Dear Mr. Gerig:

On February 7, 2012 the Joint Grievance Committee, established pursuant to the Rockford Nine County Heavy & Highway Agreement and the International Union of Operating Engineers, Local 150, issued an award against your company and in favor of the Union in the above grievance in the total amount of \$399,403.13. A copy of the award mailed to you by letter dated March 7, 2012 is enclosed for your reference.

To date, this award remains unpaid. As a result, the Union is entitled to additional liquidated damages in the amount of \$39,940.31.

The Union has directed us to file suit against your company in federal court in order to collect the amounts due. It would clearly be most cost effective for you to simply pay these awards now, before we file suit. Please send payment to the attention of the undersigned immediately in the following amount:

IUOE Local 150 Assistance Fund in the amount of \$439,343.44.

Any payment must come in the form of a cashier's check or money order.

Please be advised that if you do not pay at this juncture, you may be responsible for payment of attorneys' fees and court costs. Thank you for your prompt attention to this matter.

Sincerely,

IUOE, LOCAL 150, AFL-CIO  
LEGAL DEPARTMENT

*Dale D. Pierson* /cc

Dale D. Pierson  
General Counsel

DDP/cr  
enc

cc: Steve Cisco  
Mike Kresge  
Mark Szula  
Bryan Diemer  
Amy Posatori